

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT									
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST									
<b>CONVEYING PARTY DATA</b>										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Resource Label Group, LLC</td> <td></td> <td>04/05/2011</td> <td>LIMITED LIABILITY COMPANY: TENNESSEE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Resource Label Group, LLC		04/05/2011	LIMITED LIABILITY COMPANY: TENNESSEE		
Name	Formerly	Execution Date	Entity Type							
Resource Label Group, LLC		04/05/2011	LIMITED LIABILITY COMPANY: TENNESSEE							
<b>RECEIVING PARTY DATA</b>										
Name:	NXT Capital, LLC, as Agent									
Street Address:	191 N. Wacker Drive, Suite 2100									
City:	Chicago									
State/Country:	ILLINOIS									
Postal Code:	60606									
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE									
<b>PROPERTY NUMBERS Total: 2</b>										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> <tr> <td>Serial Number:</td> <td>85264517</td> <td>MID SOUTH RFID</td> </tr> <tr> <td>Serial Number:</td> <td>85264525</td> <td>RESOURCE LABEL GROUP</td> </tr> </table>	Property Type	Number	Word Mark	Serial Number:	85264517	MID SOUTH RFID	Serial Number:	85264525	RESOURCE LABEL GROUP	
Property Type	Number	Word Mark								
Serial Number:	85264517	MID SOUTH RFID								
Serial Number:	85264525	RESOURCE LABEL GROUP								
<b>CORRESPONDENCE DATA</b>										
Fax Number:	(312)577-4565									
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>										
Phone:	312-577-8265									
Email:	kristin.brozovic@kattenlaw.com									
Correspondent Name:	Kristin Brozovic c/o Katten Muchin									
Address Line 1:	525 W Monroe Street									
Address Line 4:	Chicago, ILLINOIS 60661									
<b>ATTORNEY DOCKET NUMBER:</b>	342663-7									
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic									
<b>Signature:</b>	/Kristin Brozovic/									

900188490

**TRADEMARK**  
**REEL: 004515 FRAME: 0552**

CH \$65.00 85264517

Date:

04/05/2011

**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 5<sup>th</sup> day of April, 2011, by Resource Label Group, LLC, a Tennessee limited liability company ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

### WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of April 5, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of April 5, 2011, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

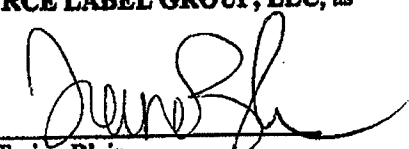
2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark registration and application listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**RESOURCE LABEL GROUP, LLC, as  
Grantor**

By:   
Name: Treina Blair  
Title: Chief Financial Officer and Secretary

Agreed and Accepted  
As of the Date First Written Above:

**NXT CAPITAL, LLC,  
as Agent**

By: \_\_\_\_\_  
Name: Andrea J. Tunick  
Title: Vice President

Trademark Security Agreement


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**RESOURCE LABEL GROUP, LLC, as  
Grantor**

By: \_\_\_\_\_  
Name: Treina Blair  
Title: Chief Financial Officer and Secretary

Agreed and Accepted  
As of the Date First Written Above:

**NXT CAPITAL, LLC,  
as Agent**

By:   
Name: Andrea J. Tunick  
Title: Vice President

## **SCHEDULE 1**

### **Trademark Registrations**

<b>Name of Owner</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
None.			

### **Trademark Applications**

<b>Name of Owner</b>	<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>
Resource Label Group, LLC	MID SOUTH RFID	85264517	3/11/11
Resource Label Group, LLC	RESOURCE LABEL GROUP	85264525	3/11/11